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8 Attorneys for Plaintiff  
9 UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

No. CR 23-427-GW-1

13 Plaintiff,

PLEA AGREEMENT FOR DEFENDANT  
JACOB WOLFGANG GONZALEZ

14 v.

15 JACOB WOLFGANG GONZALEZ, et al.,

16 Defendants.

17  
18 1. This constitutes the plea agreement between JACOB WOLFGANG  
19 GONZALEZ ("defendant") and the United States Attorney's Office for  
20 the Central District of California (the "USAO") in the above-  
21 captioned case. This agreement is limited to the USAO and cannot  
22 bind any other federal, state, local, or foreign prosecuting,  
23 enforcement, administrative, or regulatory authorities.

24 DEFENDANT'S OBLIGATIONS

25 2. Defendant agrees to:

26 a. At the earliest opportunity requested by the USAO and  
27 provided by the Court, appear and plead guilty to count ten of the  
28 indictment in United States v. Jacob Wolfgang Gonzalez, et al., CR

1 No. 23-427-GW-1, which charges defendant with distribution of  
2 methamphetamine, in violation of 21 U.S.C. §§ 841(a)(1),  
3 (b) (1) (A) (viii).

4 b. Not contest facts agreed to in this agreement.

5 c. Abide by all agreements regarding sentencing contained  
6 in this agreement.

7 d. Appear for all court appearances, surrender as ordered  
8 for service of sentence, obey all conditions of any bond, and obey  
9 any other ongoing court order in this matter.

10 e. Not commit any crime; however, offenses that would be  
11 excluded for sentencing purposes under United States Sentencing  
12 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not  
13 within the scope of this agreement.

14 f. Be truthful at all times with the United States  
15 Probation and Pretrial Services Office and the Court.

16 g. Pay the applicable special assessment at or before the  
17 time of sentencing unless defendant has demonstrated a lack of  
18 ability to pay such assessments.

19 THE USAO'S OBLIGATIONS

20 3. The USAO agrees to:

21 a. Not contest facts agreed to in this agreement.

22 b. Abide by all agreements regarding sentencing contained  
23 in this agreement.

24 c. At the time of sentencing, move to dismiss the  
25 remaining counts of the indictment as against defendant. Defendant  
26 agrees, however, that at the time of sentencing the Court may  
27 consider any dismissed charges in determining the applicable

1 Sentencing Guidelines range, the propriety and extent of any  
2 departure from that range, and the sentence to be imposed.

3                   d. At the time of sentencing, provided that defendant  
4 demonstrates an acceptance of responsibility for the offense up to  
5 and including the time of sentencing, recommend a two-level reduction  
6 in the applicable Sentencing Guidelines offense level, pursuant to  
7 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an  
8 additional one-level reduction if available under that section.

9                   e.     Recommend that defendant be sentenced to a term of  
10 imprisonment no higher than the low end of the applicable Sentencing  
11 Guidelines range, provided that the offense level used by the Court  
12 to determine that range is 34 or higher and provided that the Court  
13 does not depart downward in offense level or criminal history  
14 category.   For purposes of this agreement, the low end of the  
15 Sentencing Guidelines range is that defined by the Sentencing Table  
16 in U.S.S.G. Chapter 5, Part A.

NATURE OF THE OFFENSE

18       4. Defendant understands that for defendant to be guilty of  
19 the crime charged in count ten, that is, distribution of  
20 methamphetamine, in violation of 21 U.S.C. §§ 841(a)(1),  
21 (b)(1)(A)(viii), the following must be true: (1) defendant knowingly  
22 distributed methamphetamine; and (2) defendant knew that it was  
23 methamphetamine or some other federally controlled substance.  
24 "Distributing" means delivering or transferring possession of  
25 methamphetamine to another person, with or without any financial  
26 interest in the transaction.

27       5. Defendant understands that for defendant to be subject to  
28 the statutory maximum and statutory minimum sentences set forth

1 below, the government must prove beyond a reasonable doubt that  
2 defendant distributed at least 50 grams of methamphetamine.  
3 Defendant admits that defendant, in fact, distributed at least 50  
4 grams of methamphetamine, as described in count ten of the  
5 indictment.

6 PENALTIES

7 6. Defendant understands that the statutory maximum sentence  
8 that the Court can impose for a violation of 21 U.S.C. §§ 841(a)(1),  
9 (b)(1)(A)(viii), is: life imprisonment; a lifetime period of  
10 supervised release; a fine of \$10,000,000 or twice the gross gain or  
11 gross loss resulting from the offense, whichever is greatest; and a  
12 mandatory special assessment of \$100.

13 7. Defendant understands that the statutory mandatory minimum  
14 sentence that the Court must impose for a violation of 21 U.S.C.  
15 §§ 841(a)(1), (b)(1)(A)(viii), is: 10 years' imprisonment, followed  
16 by a 5-year period of supervised release, and a mandatory special  
17 assessment of \$100.

18 8. Defendant understands that under 21 U.S.C. § 862a,  
19 defendant will not be eligible for assistance under state programs  
20 funded under the Social Security Act or Federal Food Stamp Act or for  
21 federal food stamp program benefits, and that any such benefits or  
22 assistance received by defendant's family members will be reduced to  
23 reflect defendant's ineligibility.

24 9. Defendant understands that supervised release is a period  
25 of time following imprisonment during which defendant will be subject  
26 to various restrictions and requirements. Defendant understands that  
27 if defendant violates one or more of the conditions of any supervised  
28 release imposed, defendant may be returned to prison for all or part

1 of the term of supervised release authorized by statute for the  
2 offense that resulted in the term of supervised release.

3       10. Defendant understands that, by pleading guilty, defendant  
4 may be giving up valuable government benefits and valuable civic  
5 rights, such as the right to vote, the right to possess a firearm,  
6 the right to hold office, and the right to serve on a jury.  
7 Defendant understands that he is pleading guilty to a felony and that  
8 it is a federal crime for a convicted felon to possess a firearm or  
9 ammunition. Defendant understands that the conviction in this case  
10 may also subject defendant to various other collateral consequences,  
11 including but not limited to revocation of probation, parole, or  
12 supervised release in another case and suspension or revocation of a  
13 professional license. Defendant understands that unanticipated  
14 collateral consequences will not serve as grounds to withdraw  
15 defendant's guilty plea.

16       11. Defendant and his counsel have discussed the fact that, and  
17 defendant understands that, if defendant is not a United States  
18 citizen, the conviction in this case makes it practically inevitable  
19 and a virtual certainty that defendant will be removed or deported  
20 from the United States. Defendant may also be denied United States  
21 citizenship and admission to the United States in the future.  
22 Defendant understands that while there may be arguments that  
23 defendant can raise in immigration proceedings to avoid or delay  
24 removal, removal is presumptively mandatory and a virtual certainty  
25 in this case. Defendant further understands that removal and  
26 immigration consequences are the subject of a separate proceeding and  
27 that no one, including his attorney or the Court, can predict to an  
28 absolute certainty the effect of his conviction on his immigration

1 status. Defendant nevertheless affirms that he wants to plead guilty  
2 regardless of any immigration consequences that his plea may entail,  
3 even if the consequence is automatic removal from the United States.

4 FACTUAL BASIS

5 12. Defendant admits that defendant is, in fact, guilty of the  
6 offense to which defendant is agreeing to plead guilty. Defendant  
7 and the USAO agree to the statement of facts provided below and agree  
8 that this statement of facts is sufficient to support a plea of  
9 guilty to the charge described in this agreement and to establish the  
10 Sentencing Guidelines factors set forth in paragraph 14 below but is  
11 not meant to be a complete recitation of all facts relevant to the  
12 underlying criminal conduct or all facts known to either party that  
13 relate to that conduct.

14 Defendant admits that on four occasions, in Santa Barbara  
15 County, defendant knowingly and intentionally distributed a total of  
16 3,485 grams of actual methamphetamine to individuals defendant  
17 believed were buyers of methamphetamine, but who were, in fact, a  
18 confidential informant ("CI") and undercover law enforcement agent  
19 ("UC") working at the direction of or for the Bureau of Alcohol,  
20 Tobacco, Firearms and Explosives ("ATF"). Specifically, on November  
21 16, 2022, in Santa Barbara County, defendant knowingly sold 437 grams  
22 of actual methamphetamine to the UC for \$1,700. Later that day, in  
23 Santa Barbara County, defendant knowingly sold an additional 458  
24 grams of actual methamphetamine to the UC for \$1,700. On January 24,  
25 2023, in Santa Barbara County, defendant knowingly sold 399 grams of  
26 actual methamphetamine to the UC for \$1,750. On February 24, 2023,  
27 in Santa Barbara County, defendant knowingly sold 2,191 grams of  
28 actual methamphetamine to the UC for \$6,000. At the time of each of

1 these four methamphetamine sales, defendant knew that the substance  
2 he sold to the CI and/or UC was methamphetamine.

3 SENTENCING FACTORS

4 13. Defendant understands that in determining defendant's  
5 sentence the Court is required to calculate the applicable Sentencing  
6 Guidelines range and to consider that range, possible departures  
7 under the Sentencing Guidelines, and the other sentencing factors set  
8 forth in 18 U.S.C. § 3553(a). Defendant understands that the  
9 Sentencing Guidelines are advisory only, that defendant cannot have  
10 any expectation of receiving a sentence within the calculated  
11 Sentencing Guidelines range, and that after considering the  
12 Sentencing Guidelines and the other § 3553(a) factors, the Court will  
13 be free to exercise its discretion to impose any sentence it finds  
14 appropriate between the mandatory minimum and up to the maximum set  
15 by statute for the crime of conviction.

16 14. Defendant and the USAO agree to the following applicable  
17 Sentencing Guidelines factors:

18 Base Offense Level: 36 U.S.S.G. §§ 2D1.1(a)(5),  
19 [At Least 1.5 KG but Less (c)(2)  
20 than 4.5 KG of  
Methamphetamine (Actual)]

21  
22 Defendant and the USAO reserve the right to argue that additional  
23 specific offense characteristics, adjustments, and departures under  
24 the Sentencing Guidelines are appropriate. Defendant understands  
25 that defendant's offense level could be increased if defendant is a  
26 career offender under U.S.S.G. §§ 4B1.1 and 4B1.2. If defendant's  
27 offense level is so altered, defendant and the USAO will not be bound  
28 by the agreement to Sentencing Guideline factors set forth above.

15. Defendant understands that there is no agreement as to defendant's criminal history or criminal history category.

16. Defendant and the USAO reserve the right to argue for a sentence outside the sentencing range established by the Sentencing Guidelines based on the factors set forth in 18 U.S.C. §§ 3553(a)(1), (a)(2), (a)(3), (a)(6), and (a)(7).

## WAIVER OF CONSTITUTIONAL RIGHTS

17. Defendant understands that by pleading guilty, defendant gives up the following rights:

- a. The right to persist in a plea of not guilty.
  - b. The right to a speedy and public trial by jury.
  - c. The right to be represented by counsel -- and if have the Court appoint counsel -- at trial. Defendant ds, however, that, defendant retains the right to be ed by counsel -- and if necessary have the Court appoint - at every other stage of the proceeding.
  - d. The right to be presumed innocent and to have the proof placed on the government to prove defendant guilty reasonable doubt.
  - e. The right to confront and cross-examine witnesses efendant.
  - f. The right to testify and to present evidence in to the charges, including the right to compel the e of witnesses to testify.
  - g. The right not to be compelled to testify, and, if chose not to testify or present evidence, to have that t be used against defendant.

1                   h. Any and all rights to pursue any affirmative defenses,  
2 Fourth Amendment or Fifth Amendment claims, and other pretrial  
3 motions that have been filed or could be filed.

## WAIVER OF APPEAL OF CONVICTION

5        18. Defendant understands that, with the exception of an appeal  
6 based on a claim that defendant's guilty plea was involuntary, by  
7 pleading guilty defendant is waiving and giving up any right to  
8 appeal defendant's conviction on the offense to which defendant is  
9 pleading guilty. Defendant understands that this waiver includes,  
10 but is not limited to, arguments that the statute to which defendant  
11 is pleading guilty is unconstitutional, and any and all claims that  
12 the statement of facts provided herein is insufficient to support  
13 defendant's plea of guilty.

## LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

15           19. Defendant agrees that, provided the Court imposes a term of  
16 imprisonment within or below the range corresponding to an offense  
17 level of 34 and the criminal history category calculated by the  
18 Court, defendant gives up the right to appeal all of the following:  
19         (a) the procedures and calculations used to determine and impose any  
20 portion of the sentence; (b) the term of imprisonment imposed by the  
21 Court; (c) the fine imposed by the Court, provided it is within the  
22 statutory maximum; (d) to the extent permitted by law, the  
23 constitutionality or legality of defendant's sentence, provided it is  
24 within the statutory maximum; (e) the term of probation or supervised  
25 release imposed by the Court, provided it is within the statutory  
26 maximum; and (f) any of the following conditions of probation or  
27 supervised release imposed by the Court: the conditions set forth in  
28 Second Amended General Order 20-04 of this Court; the drug testing

1 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the  
2 alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

3       20. The USAO agrees that, provided (a) all portions of the  
4 sentence are at or above the statutory minimum and at or below the  
5 statutory maximum specified above and (b) the Court imposes a term of  
6 imprisonment within or above the range corresponding to an offense  
7 level of 34 and the criminal history category calculated by the  
8 Court, the USAO gives up its right to appeal any portion of the  
9 sentence.

## WAIVER OF COLLATERAL ATTACK

11           21. Defendant also gives up any right to bring a post-  
12 conviction collateral attack on the conviction or sentence, except a  
13 post-conviction collateral attack based on a claim of ineffective  
14 assistance of counsel, a claim of newly discovered evidence, or an  
15 explicitly retroactive change in the applicable Sentencing  
16 Guidelines, sentencing statutes, or statute of conviction. Defendant  
17 understands that this waiver includes, but is not limited to,  
18 arguments that the statute to which defendant is pleading guilty are  
19 unconstitutional, and any and all claims that the statement of facts  
20 provided herein is insufficient to support defendant's pleas of  
21 guilty.

RESULT OF WITHDRAWAL OF GUILTY PLEA

23        22. Defendant agrees that if, after entering a guilty plea  
24 pursuant to this agreement, defendant seeks to withdraw and succeeds  
25 in withdrawing defendant's guilty plea on any basis other than a  
26 claim and finding that entry into this plea agreement was  
27 involuntary, then (a) the USAO will be relieved of all of its  
28 obligations under this agreement; and (b) should the USAO choose to

1 pursue any charge that was either dismissed or not filed as a result  
2 of this agreement, then (i) any applicable statute of limitations  
3 will be tolled between the date of defendant's signing of this  
4 agreement and the filing commencing any such action; and  
5 (ii) defendant waives and gives up all defenses based on the statute  
6 of limitations, any claim of pre-indictment delay, or any speedy  
7 trial claim with respect to any such action, except to the extent  
8 that such defenses existed as of the date of defendant's signing this  
9 agreement.

RESULT OF VACATUR, REVERSAL OR SET-ASIDE

11           23. Defendant agrees that if the count of conviction is  
12 vacated, reversed, or set aside, both the USAO and defendant will be  
13 released from all their obligations under this agreement.

EFFECTIVE DATE OF AGREEMENT

15           24. This agreement is effective upon signature and execution of  
16 all required certifications by defendant, defendant's counsel, and an  
17 Assistant United States Attorney.

## BREACH OF AGREEMENT

19       25. Defendant agrees that if defendant, at any time after the  
20 signature of this agreement and execution of all required  
21 certifications by defendant, defendant's counsel, and an Assistant  
22 United States Attorney, knowingly violates or fails to perform any of  
23 defendant's obligations under this agreement ("a breach"), the USAO  
24 may declare this agreement breached. All of defendant's obligations  
25 are material, a single breach of this agreement is sufficient for the  
26 USAO to declare a breach, and defendant shall not be deemed to have  
27 cured a breach without the express agreement of the USAO in writing.  
28 If the USAO declares this agreement breached, and the Court finds

1 such a breach to have occurred, then: (a) if defendant has previously  
2 entered a guilty plea pursuant to this agreement, defendant will not  
3 be able to withdraw the guilty plea, and (b) the USAO will be  
4 relieved of all its obligations under this agreement.

5       26. Following the Court's finding of a knowing breach of this  
6 agreement by defendant, should the USAO choose to pursue any charge  
7 that was either dismissed or not filed as a result of this agreement,  
8 then:

9           a. Defendant agrees that any applicable statute of  
10 limitations is tolled between the date of defendant's signing of this  
11 agreement and the filing commencing any such action.

12           b. Defendant waives and gives up all defenses based on  
13 the statute of limitations, any claim of pre-indictment delay, or any  
14 speedy trial claim with respect to any such action, except to the  
15 extent that such defenses existed as of the date of defendant's  
16 signing this agreement.

17           c. Defendant agrees that: (i) any statements made by  
18 defendant, under oath, at the guilty plea hearing (if such a hearing  
19 occurred prior to the breach); (ii) the agreed to factual basis  
20 statement in this agreement; and (iii) any evidence derived from such  
21 statements, shall be admissible against defendant in any such action  
22 against defendant, and defendant waives and gives up any claim under  
23 the United States Constitution, any statute, Rule 410 of the Federal  
24 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal  
25 Procedure, or any other federal rule, that the statements or any  
26 evidence derived from the statements should be suppressed or are  
27 inadmissible.

28 //

1                   COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

2                   OFFICE NOT PARTIES

3       27. Defendant understands that the Court and the United States  
4 Probation and Pretrial Services Office are not parties to this  
5 agreement and need not accept any of the USAO's sentencing  
6 recommendations or the parties' agreements to facts or sentencing  
7 factors.

8       28. Defendant understands that both defendant and the USAO are  
9 free to: (a) supplement the facts by supplying relevant information  
10 to the United States Probation and Pretrial Services Office and the  
11 Court, (b) correct any and all factual misstatements relating to the  
12 Court's Sentencing Guidelines calculations and determination of  
13 sentence, and (c) argue on appeal and collateral review that the  
14 Court's Sentencing Guidelines calculations and the sentence it  
15 chooses to impose are not error, although each party agrees to  
16 maintain its view that the calculations in paragraph 14 are  
17 consistent with the facts of this case. While this paragraph permits  
18 both the USAO and defendant to submit full and complete factual  
19 information to the United States Probation and Pretrial Services  
20 Office and the Court, even if that factual information may be viewed  
21 as inconsistent with the facts agreed to in this agreement, this  
22 paragraph does not affect defendant's and the USAO's obligations not  
23 to contest the facts agreed to in this agreement.

24      29. Defendant understands that even if the Court ignores any  
25 sentencing recommendation, finds facts or reaches conclusions  
26 different from those agreed to, and/or imposes any sentence up to the  
27 maximum established by statute, defendant cannot, for that reason,  
28 withdraw defendant's guilty plea, and defendant will remain bound to

1 fulfill all defendant's obligations under this agreement. Defendant  
2 understands that no one -- not the prosecutor, defendant's attorney,  
3 or the Court -- can make a binding prediction or promise regarding  
4 the sentence defendant will receive, except that it will be between  
5 the statutory mandatory minimum and the statutory maximum.

6 NO ADDITIONAL AGREEMENTS

7 30. Defendant understands that, except as set forth herein,  
8 there are no promises, understandings, or agreements between the USAO  
9 and defendant or defendant's attorney, and that no additional  
10 promise, understanding, or agreement may be entered into unless in a  
11 writing signed by all parties or on the record in court.

12 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

13 31. The parties agree that this agreement will be considered  
14 part of the record of defendant's guilty plea hearing as if the  
15 entire agreement had been read into the record of the proceeding.

16 AGREED AND ACCEPTED

17 UNITED STATES ATTORNEY'S OFFICE  
FOR THE CENTRAL DISTRICT OF  
18 CALIFORNIA

19 E. MARTIN ESTRADA  
United States Attorney

20 

21 ALEXANDRA SLOAN KELLY  
22 Assistant United States Attorney

23   
JACOB WOLFGANG GONZALEZ  
Defendant

24   
VITALY SIGAL  
25 Attorney for Defendant JACOB  
WOLFGANG GONZALEZ

06/19/2024

Date

18/06/24

Date

06/19/2024

Date

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charge and wish to take advantage of the promises set forth in this agreement, and not for any other reason.

jacob gonzalez

18/06/24

JACOB WOLFGANG GONZALEZ  
Defendant

Date

11

11

1                   CERTIFICATION OF DEFENDANT'S ATTORNEY

2                   I am JACOB WOLFGANG GONZALEZ's attorney. I have carefully and  
3 thoroughly discussed every part of this agreement with my client.  
4 Further, I have fully advised my client of his rights, of possible  
5 pretrial motions that might be filed, of possible defenses that might  
6 be asserted either prior to or at trial, of the sentencing factors  
7 set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines  
8 provisions, and of the consequences of entering into this agreement.  
9 To my knowledge: no promises, inducements, or representations of any  
10 kind have been made to my client other than those contained in this  
11 agreement; no one has threatened or forced my client in any way to  
12 enter into this agreement; my client's decision to enter into this  
13 agreement is an informed and voluntary one; and the factual basis set  
14 forth in this agreement is sufficient to support my client's entry of  
15 a guilty plea pursuant to this agreement.

16 

17 VITALY B. SIGAL  
18 Attorney for Defendant JACOB  
WOLFGANG GONZALEZ

06/19/2024

Date